

EXHIBIT A

1 Thomas J. Karem, Esq.
2 Karem Law Firm, P.C.
3 P.O. Box 682
Bozeman, MT 59771-0682
(406) 586-1986 fax 587-9461
thomas@karemlaw.com

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FILED

4 Attorney for Plaintiff

BY _____ DEPUTY

6 **MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT, GALLATIN COUNTY**

7 * * * * *

8 BECKY CLEMENTS,

9 Plaintiff,

10 vs.

11 COMPREHENSIVE SECURITY SERVICES,
12 INC., a Montana registered
13 foreign corporation, FIRSTLINE
TRANSPORTATION SECURITY, INC.,
14 a Montana registered foreign
corporation, ABC Corporations,
15 ABC LLCs, and JOHN DOES 1-10,

16 Defendants.

Cause No. DV-16- 593c

**COMPLAINT AND JURY
DEMAND**

COPY

17 COMES NOW, Plaintiff Becky Clements, by and through counsel,
18 and states, for her complaint against Defendants, as follows:

19 **PARTIES**

- 20 1. Plaintiff Becky Clements (Clements) is a Montana resident
21 residing in Gallatin County, Montana.
- 22 2. Defendant Comprehensive Security Services, Inc. (CSSI), is a
23 Montana registered foreign corporation, whose registered
24 agent address is 26 W. Sixth Ave., P.O. Box 1691, Helena,
25 Montana 59624-1691.
- 26 3. Defendant Firstline Transportation Security, Inc.
27 (Firstline), is a Montana registered foreign corporation,
28 whose registered agent address is 3011 American Way,

1 Missoula, Montana 59808.

2 **JURISDICTION AND VENUE**

3 4. The Court has original jurisdiction over this action
4 pursuant to § 3-5-302(b)-(c), M.C.A.

5 5. The Court has personal jurisdiction over the parties because
6 Plaintiff is a resident of Gallatin County, Montana; CSSI
7 and Firstline transact business within Montana, enter into
8 contracts for services and/or materials within Montana, and
9 committed acts resulting in accrual of claims within
10 Montana.

11 6. Venue is property in this Court because Plaintiff resides in
12 Gallatin County, Defendants transact business, contract for
13 services and/or materials within Gallatin County, and
14 committed acts that accrued in Gallatin County, Montana.

15 **COMMON ALLEGATIONS**

16 7. CSSI and Firstline provide or provided, at relevant times,
17 screening and security services for Montana airports,
18 including Bert Mooney Airport in Butte, Glacier Park
19 International Airport in Kalispell, Yellowstone Airport in
20 West Yellowstone, and Bozeman Yellowstone International
21 Airport in Bozeman, Montana.

22 8. CSSI and Firstline contract to the Federal Transportation
23 Security Administration, U.S. Department of Homeland
24 Security (TSA).

25 9. On or before September 1, 2014, CSSI/Firstline employed
26 Plaintiff as a transportation security officer (TSO).

27 10. Prior to CSSI/Firstline employing Plaintiff, she was
28 employed by TSA.

1 11. Plaintiff performed as a TSO at Yellowstone Airport and
2 Bozeman Yellowstone International Airport.

3 12. CSSI/Firstline promoted Plaintiff to Supervisory
4 Transportation Security Officer (STSO).

5 13. On or about July 27, 2015, Plaintiff reported to
6 CSSI/Firstline violations of company policies, including,
7 without limitation, sexual relations between a manager and a
8 TSO.

9 14. Plaintiff further complained to CSSI/Firstline of
10 mismanagement, including, without limitation, failing to
11 have a manager on duty during shifts, under staffing, lack
12 of communication, and insufficient supplies.

13 15. Plaintiff , failing to have a supervisor on duty,

14 16. On or about August 4, 2015, CSSI/Firstline terminated, in
15 writing, Plaintiff's employment allegedly for violating
16 "Social Networking Policy" of company policy and for
17 "willful actions that are detrimental to the interests of
18 the Company."

19 17. In CSSI/Firstline's written termination, it cited its Social
20 Networking Policy, policy no. 518, in relevant part,
21 "Posting Information for Personal Reasons: 2. Respect your
22 audiences, your co-workers and our customers-Personal
23 insults or any similar language directed toward or about
24 anyone affiliated with this company is prohibited" and "3.
25 Speak the Truth-Defamatory or otherwise false statements
26 that place anyone affiliated with the company in a false
27 light are prohibited."

28 //

1 18. In particular, CSSI/Firstline stated, in its written
2 termination, as follows:

3 "[i]t was discovered in that Becky Clements has posted
4 on Facebook and Pinterest a great deal of material that
5 is negative to employment in general, and to her job
6 and her employer in particular. Though the postings
7 are generally cartoons re-posted on her Facebook page,
8 they refer to 'my job,' 'my boss,' and 'my co-workers.'
9 CSSI/Firstline Employees have a responsibility to
10 ensure that the safety and security of public
11 confidence in the ability of the company to carry out
12 its mission. Such comments contribute to a culture of
13 negativity among other employees. This is even more
14 reprehensible because Becky Clements is a Supervisor,
15 and should be presenting the company in a positive
16 light and setting an example for other employees. In
17 addition, the postings included profanity."

18 19. Plaintiff's alleged postings do not identify CSSI/Firstline
19 nor any of its employees.

20 20. On or about August 11, 2015, Plaintiff requested a review of
21 her termination pursuant to CSSI/Firstline's company
22 policies.

23 21. On or about August 18, 2015, CSSI/Firstline affirmed its
24 decision to terminate Plaintiff's employment citing, in
25 addition to its Social Networking policy, above, that it has
26 an "at will policy" and the right to terminate without
27 cause.

28 22. CSSI/Firstline has a company policy of progressive
discipline. It not follow this policy but instead
immediately terminated Plaintiff without progressive
discipline.

23 23. Plaintiff's performance as a TSO and STSO for CSSI/Firstline
24 was above average to excellent.

25 24. On or about October 1, 2015, CSSI/Firstline's TSA contract
26 to provide transportation security services at Montana

airports was terminated.

25. On or about October 2, 2015, TSA awarded Trinity Technology Group (Trinity) a contract to provide transportation security services for Montana airports, including at Yellowstone Airport and Bozeman Yellowstone International Airport. Trinity was required to employ CSSI/Firstline's employees as a condition of the contract.

26. Plaintiff applied for employment with Trinity as a TSO. Trinity declined to employ Plaintiff based on CSSI/Firstline's representations of Plaintiff.

COUNT I

Wrongful Discharge from Employment

27. Plaintiff realleges the foregoing paragraphs under this count verbatim.

28. Plaintiff was not a probationary employee.

29. Defendants discharged Plaintiff without good cause.

30. Defendants discharged Plaintiff reporting violations of company policy.

31. Defendants violated its company policies in the discharge of Plaintiff.

32. Plaintiff was injured by Defendants' wrongful termination of Plaintiff's employment.

33. Defendants' wrongful discharge is the actual and proximate cause of Plaintiff's injury.

34. Plaintiff is entitled to lost wages, including bonuses, fringe benefits, and interest in an amount to be determined at trial.

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COUNT II

Blacklisting

35. Plaintiff realleges the foregoing paragraphs under this count verbatim.

36. Defendants prevented or attempted to prevent employment of Plaintiff by Trinity by making false representations about Plaintiff.

37. Defendants attempted, or authorized or allowed its agents to blacklist Plaintiff, to prevent Plaintiff from obtaining employment with Trinity.

38. Plaintiff was injured by Defendants' blacklisting of Plaintiff.

39. Defendants' blacklisting of Plaintiff is the actual and proximate cause of Plaintiff's injury.

40. Plaintiff is entitled to damages, including, without limitation, punitive damages, and interest in an amount to be determined at trial.

DEMAND FOR JURY

Plaintiff requests trial by jury.


WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. That Plaintiff be awarded lost wages, fringe benefits, and interest against Defendants for wrongful discharge of Plaintiff in an amount to be determined at trial;

2. That Plaintiff be awarded punitive damages against Defendants for blacklisting Plaintiff; and

3. That, in addition, for such other equitable and legal relief.

1 DATED this 4 day of August, 2016.

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5 Thomas Kareem,
6 Attorney for Plaintiff
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Judge John C. Brown

Department 3

Thomas J. Karem, Esq.
Karem Law Firm, P.C.
1902 W. Dickerson St., Ste. 103
P.O. Box 682
Bozeman, MT 59771-0682
thomas@karemlaw.com
(406) 586-1986 fax 624-6891

Attorney for Plaintiff

MONTANA EIGHTEENTH JUDICIAL DISTRICT COURT, GALLATIN COUNTY

* * * * *

BECKY CLEMENTS,)	Cause No. DV-16-593C
)	
Plaintiff,)	SUMMONS
)	
vs.)	
)	
COMPREHENSIVE SECURITY SERVICES,)	
INC., a Montana registered)	
foreign corporation, FIRSTLINE)	
TRANSPORTATION SECURITY, INC.,)	
a Montana registered foreign)	
corporation, ABC Corporations,)	
ABC LLCs, and JOHN DOES 1-10,)	
)	
Defendants.)	

THE STATE OF MONTANA SENDS GREETINGS TO:

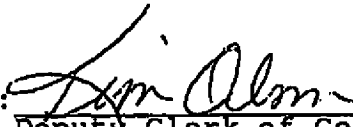
Firstline Transportation Security, Inc.
3011 American Way
Missoula, MT 59808

YOU, DEFENDANT, ARE HEREBY SUMMONED to answer Plaintiff's Complaint and Jury Demand in the above-entitled cause, which is filed in the office of the above-named Court, a copy of which is herewith served upon you, and to file your answer and serve a copy thereof upon Plaintiff's attorney within twenty-one (21) days after the service of this Summons, exclusive of the day of service; and in case of your failure to appear or answer,

1 judgment may be taken against you by default, for the relief
2 demanded in the Petition.

3 GIVEN under my hand this 12 day of July, 2019, at the hour
4 of 10:55 o'clock, A.m.

5
6 JENNIFER BRANDON,
7 Clerk of District Court

8
9 By: 
10 Deputy Clerk of Court
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